



## RETAIL MEMBERSHIP

Welcome to The Kitchen, Bathroom & Bedroom Specialist Association – Britain’s only National trade Association specifically for the kitchen, bedroom and bathroom industries.

We are very proud of our public profile and the fact that KBSA membership is increasingly recognized as the benchmark for setting the standards within our industry.

Since the KBSA was formed in 1977, membership has increased significantly and we now have over 300 Retail Members.



## RETAIL MEMBER BENEFITS

- ★ Consumer Care Plus Insurance Scheme
- ★ FREE access to the KBSA Business support helpline
- ★ Discounted Commercial Insurance
- ★ "The Specialist" Magazine and Monthly E-Newsletter
- ★ Advice on Terms and Conditions
- ★ Discounted Finance Packages
- ★ Consumer Complaints Advice Service
- ★ Regular Informative Forums for all members
- ★ Training Seminars throughout the UK
- ★ [www.kbsa.org.uk](http://www.kbsa.org.uk) – new consumer facing website
- ★ Personalised PR pack for all members
- ★ Quality Consumer Leads - Sent to you direct from the website and head office
- ★ Hard-hitting Consumer Campaign
- ★ Discounted Private Healthcare Scheme
- ★ Special Credit Card Transaction Rate
- ★ Code of Practice
- ★ Exposure at Consumer Exhibitions
- ★ TrustMark

## RETAIL MEMBERSHIP CRITERIA

- ✓ Take no more than 25% deposit
- ✓ Have a fully fitted showroom with permanent displays
- ✓ Offer a full display, design and supply service, take responsibility for installation
- ✓ Have been trading for at least 2 years
- ✓ Have a financially sound business
- ✓ Registration to the KBSA's Consumer Care Plus Insurance Scheme
- ✓ Operate within scope of Consumer Complaints Service
- ✓ Operate within the terms of the KBSA Code of Practice



**RETAIL MEMBERSHIP APPLICATION**

***TO BE COMPLETED AND RETURNED TO THE KBSA HEAD OFFICE***

**FULL MEMBER APPLICATION FORM**

Private and Confidential

**COMPANY DETAILS**

Company Name	
Trading Name	
Address	
Post Code	
Telephone Number	Fax No
Email Address (for purpose of leads)	Website

Registered Office Name (If different from above)	
Address	
Post Code	
Telephone Number	
Date & Certificate number (Limited companies only)	DATE  CERT No
Date of commencement of business	
If change of ownership has taken place, state date it occurred	
Annual Total Company Turnover	£ .....
Annual Kitchen, Bathroom, Bedroom Turnover	£ .....

# RETAIL MEMBERSHIP APPLICATION

***TO BE COMPLETED AND RETURNED TO THE KBSA HEAD OFFICE***

Has the trading title of the business changed during the last year? If so, please explain why this has happened?

.....

.....

.....

**ADDITIONAL QUALIFYING BRANCHES**

TITLE	
BRANCH MANAGER	
ADDRESS	
POST CODE	
TELEPHONE / FAX	

TITLE	
BRANCH MANAGER	
ADDRESS	
POST CODE	
TELEPHONE / FAX	

**TRADE REFERENCES**

**Trade references must be from active businesses from within the KBB sector.**

NAME		NAME	
ADDRESS		ADDRESS	
TELEPHONE		TELEPHONE	



**RETAIL MEMBERSHIP APPLICATION**

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**BANK REFERENCE**

Bank Name	
Address	

**FORM OF AUTHORITY**

I the undersigned give my permission for the KBSA to contact my bank to obtain a credit reference to support my application for membership of the Kitchen Bathroom Bedroom Specialists Association. I also give my permission for my bank to release the above mentioned information to the KBSA.

Signed: ..... Print name: .....

Company: .....

Position: .....



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**What type of business services do you provide? (Please Tick Box)**

Kitchens  Bathrooms  Bedrooms  Home Office

**Please indicate (if any) additional services you provide?**

Appliance Only Sales  Home Furnishings  Replacement Doors   
 Special needs Kitchens  Contract work  Stools & Chairs   
 Tiles & Tiling  Flooring   
 Fireplaces & Surrounds  Online Sales (Appliance Only)

Is parking local? Yes  No

**In the showroom how many displays are there?**

	Number
Kitchens	
Bedrooms	
Bathrooms	
Home office	
Other	

**Who are your main suppliers?**

	Brand	Own (✓)
Kitchen Furniture		
Kitchen Appliances		
Bathroom Furniture		
Bathroom Sanitary-ware		
Bedroom Furniture		
Home Office Furniture		
Other		



## RETAIL MEMBERSHIP APPLICATION

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### PERSONNEL DETAILS:

Main KBSA Contact Name	
Proprietor / Managing Director	NAME HOME ADDRESS
Other Directors	NAME HOME ADDRESS
Showroom Manager	NAME

### ADDITIONAL COMPANY CONTACTS:

Position	Name	Telephone Number	Email Address

## RETAIL MEMBERSHIP APPLICATION FEES

	<u>Cost</u>	<u>VAT @ 15%</u>	<u>TOTAL</u>
Basic Application Fee	£160	£24.00	£184.00
Additional Branches	£50	£7.50	£57.50

The basic application fee is payable when you initially apply to the Association for membership. This payment covers the "vetting process".

Once the vetting process has been completed and your application has been approved, the following payment is required:

Membership Fee (Upon Acceptance) (Annual)	£1120	£168.00	£1288
Additional Branches (Annual)	£400	£60.00	£460.00

Once the invoice for the membership fee has been paid, your membership becomes effective.



**RETAIL MEMBERSHIP VETTING**

***TO BE COMPLETED AND RETURNED TO THE KBSA HEAD OFFICE***  
**15 CONTACT DETAILS FROM LATEST COMPLETED INSTALLATIONS**

	<b>1</b>	<b>2</b>	<b>3</b>
<b>Name</b>			
<b>Address</b>			

	<b>4</b>	<b>5</b>	<b>6</b>
<b>Name</b>			
<b>Address</b>			

	<b>7</b>	<b>8</b>	<b>9</b>
<b>Name</b>			
<b>Address</b>			

	<b>10</b>	<b>11</b>	<b>12</b>
<b>Name</b>			
<b>Address</b>			

	<b>13</b>	<b>14</b>	<b>15</b>
<b>Name</b>			
<b>Address</b>			



# RETAIL MEMBERSHIP DECLARATION

***TO BE COMPLETED AND RETURNED TO THE KBSA HEAD OFFICE***

- 1 I wish to apply for full membership of the Kitchen, Bathroom, Bedroom Specialists Association and confirm that our company complies with the basic membership qualifications of display, design, supply and installation.
- 2 I/we certify that none of the proprietors, partners, directors or shareholders of the firm or company applying for membership, nor any person concerned in the management of the business is an undischarged bankrupt or has made a composition with their creditors or has been an owner or a controlling director of or a partner in business which has failed to meet its liabilities or has been guilty of conduct which would if they were a member have rendered them unfit to be a member.
- 3 I/we certify that my/our financial position is completely sound and that I/we can meet all of our liabilities.
- 4 I/we certify that no deposits exceeding 25% of the total contract price to any consumer will ever be taken by my/our company and I/we agree to abide by the KBSA ConsumerCare Plus Protection Scheme.
- 5 I/we certify that no deposit will ever be taken in the prior knowledge that my/our company are unable to supply and complete the products and services originally quoted for.
- 6 In the event of this application being refused, I/we undertake not to institute any proceedings in any court of Law arising out of any objections made to this application by any Persons, Companies, Bodies, National or Regional Committees. I /we understand that I have the right to appeal within 14 days of the original decision, but understand that the appeal committee's decision will be final and no further correspondence will be entered into.
- 7 I/we have received and understand the principles of the draft KBSA code of practice applicable to my member status and I/we herby undertake, if admitted to membership, to comply in totality with and observe the rules of the Association.
- 8 I/we agree to pay on demand any applicable fees and annual subscription.
- 9 I/we certify that the information given on this form is true and correct to the best of my/our knowledge and belief. I/we have made all reasonable enquiries for this purpose and that no material information has been omitted.
- 10 I/we understand that the Association will follow up the credit, trade references and installation reports of the last 15 projects completed provided by ourselves.
- 11 I/we understand that the Association may take such steps as it considers necessary to verify any or all of the information given on this form and I/we understand that the membership is conditional upon satisfactory assessment by the KBSA and that the decision of the membership committee is final.

		DATE
PRINT NAME OF APPLICANT		
SIGNATURE OF APPLICANT		
SIGNATURE OF KBSA AGENT		

This application must be signed by the proprietor or all partners in the case of a firm or by the secretary or director or other authorised officers in the cases of a company or other legal entity.





## Member Application for ConsumerCare Plus Insurance Scheme

### 1. DETAILS OF MEMBER

Legal Status <input type="checkbox"/> Limited Company <input type="checkbox"/> Sole Trader/Partnership (complete Section 5 of form)	
Company Name.....	Contact - First Name.....Surname.....
Address.....	Company Reg No. ....
.....	Telephone No. ....
.....	Fax No. ....
Post Code.....	Mobile No.....
Email.....	VAT Reg No.....
Nature of Business.....	

### 2. KBSA MEMBERSHIP REFERENCE

Please confirm your KBSA Membership Reference	.....
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### 3. INSURANCE

Renewal Date of your Employers Liability / Public Liability insurance	.....
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### 4. TRADING DETAILS

What are your total estimated sales for the next 12 months?	£.....
<b>For your KBB Business :</b>	
- What are your estimated sales for the next 12 months?	£.....
- How many contracts do you anticipate this to be?	.....
- What is the average size of a contract?	£.....
- What is the largest potential size of contract?	£.....
- Normal deposit percentage (not more than 25%)	.....%.....

### 5. BUSINESS DETAILS – If you are a Sole Trader/Partnership please complete this section

Trading style.....	
Number of partners.....	
Date business commenced.....	
Name and Home address of partner	Name and Home address of partner
.....	.....
.....	.....
.....	.....
Post Code.....	Post Code.....

**BUSINESS DETAILS CONTINUED**

Name and Home address of partner	Name and Home address of partner
.....	.....
.....	.....
.....	.....
Post Code.....	Post Code.....

**KBSA CONSUMERCARE PLUS INSURANCE SCHEME MEMBER RULES**

**These are the Rules a KBSA Member accepts to join the KBSA ConsumerCare Plus Insurance Scheme. If the Member fails to comply with these Rules then it will be brought to the attention of the KBSA Committee who will invoke disciplinary procedures. HCC International Insurance Company PLC (HCCI) is the insurer for the Scheme.**

1. The KBSA Member must register with HCCI using the application form. The Member must complete and return a direct debit mandate to HCCI for premium payments and not cancel the direct debit without HCCI's agreement.
2. The KBSA Member must apply for insurance using the IT System for each contract it undertakes that is within the Scheme parameters. The KBSA Member must apply for ConsumerCare Plus insurance cover and accept responsibility for installation where they install or recommend an installer to the consumer. For contracts with no installation and where the KBSA Member does not recommend an installer the KBSA Member must offer Supply Only Insurance cover. All entries are to be made in Pounds Sterling.
3. The KBSA Member must provide any information reasonably requested by HCCI to underwrite the risk.
4. The KBSA Member must pay all premiums charged in accordance with prices in the attached Premium Pricing Table. Invoices must be downloaded through the IT system or will be posted if the KBSA Member has applied by facsimile machine. Premiums will fall due at the end of the month in which the invoice is raised and collected under the direct debit 14 days later.
5. The KBSA Member must promptly and with reasonable skill and care carry out its contracts and any repairs for faults in the warranty period.
6. The KBSA Member agrees to use the KBSA conciliation services in cases of dispute over work carried out and to comply with the decision of an adjudicator.
7. The KBSA Member must advise HCCI of material changes to an insured contract.
8. The Member must follow instructions from KBSA and not offer advice to a customer in relation to insurance. The customer/Insured should be referred to the Insurance Helpline operated by HCCI for insurance queries
9. KBSA Member must protect Passwords and Logins which belong to HCCI and if membership ceases for any reason then the Member must return all Password and Login information and any software relating to this to HCCI

**6. DECLARATION**

We declare that the information given in this form is to the best of our knowledge and belief correct and we are not aware of any circumstances which we have not disclosed to you which might influence your acceptance of us. We confirm acceptance of the Rules detailed above.

Signature .....	Name of Signatory.....
Position in Company.....	Date.....

**Please return Application Form & Direct Debit Mandate to :  
KBSA, Unit L4A, Mill 3, Pleasley Vale Business Park, Mansfield, Notts, NG19 8RL**



**HCC INTERNATIONAL  
INSURANCE COMPANY PLC**



## Instruction to your Bank or Building Society to pay by Direct Debit

Please fill in the whole form including official use box using a ball point pen and send it to:

HCC International Insurance Company  
PLC  
The Grange  
Rearsby  
Leicester  
LE7 4FY

Originator's Identification Number

8	3	7	2	9	5
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FOR HCC INTERNATIONAL INSURANCE COMPANY PLC OFFICIAL USE ONLY  
This is not part of the instruction to your Bank or Building Society.

KBSA CONSUMERCARE PLUS INSURANCE SCHEME

MEMBER NAME:

REFERENCE

Name(s) of Account Holder(s)


Bank/Building Society account number

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Branch Sort Code

--	--	--	--	--	--

Name and full postal address of your Bank or Building Society

To: The Manager	Bank/Building Society
Address	
Postcode	

**Instruction to your Bank or Building Society**

Please pay HCC International Insurance Company PLC Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with HCC International Insurance Company PLC and if so, details will be passed electronically to my Bank/Building Society.

Signatures

Date

Banks and Building Societies may not accept Direct Debit Instructions for some types of account

This guarantee should be detached and retained by the Payer.

DD11

## The Direct Debit Guarantee



- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change HCC International Insurance Company PLC will notify you 10 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by HCC International Insurance Company PLC or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.



## FREQUENTLY ASKED QUESTIONS

The following questions are frequently asked by Specialist Retailers about the processes and benefits of joining the Kitchen Bathroom Bedroom Specialists Association (KBSA). This fact sheet is designed to provide comprehensive answers to the most frequent requests for information.

### **Q1 What is the Kitchen Bathroom Bedroom Specialists Association?**

The Kitchen Specialists Association was set up in 1977, as a professional trade association to support and promote kitchen specialist retailers. In 1991 the association revised its "Articles of Association" to include the Bathroom, Bedroom and other Fitted Furniture industries.

The stated aim of the KBSA is to "add value to members businesses by promoting their excellence, providing relevant high quality services and effectively representing their commercial interests"

### **Q2 What are the objectives of the Kitchen Bathroom Bedroom Specialists Association?**

The **prime** objectives of the Kitchen Bathroom Bedroom Specialists Association, as laid down in the 'Articles of Association', are:

1. KBSA is for businesses that represent the industry's gold standard
2. KBSA has stringent membership criteria to uphold the highest industry standards
3. KBSA provides services to help members run and develop their businesses
4. KBSA leads on training & development of the industry's skill base
5. KBSA represents the political and business interests of its members

### **Q3 What are the commercial benefits of joining the Kitchen Bathroom Bedroom Specialists Association?**

There are many commercial benefits conferred by Kitchen Bathroom Bedroom Specialists Association membership. The KBSA,

1. provides members with details of consumers who have enquired about reliable kitchen, bathroom, bedroom and home office suppliers in their locality. Please note that these leads are highly qualified enquiries from consumers in your area, whose prime concern is sourcing a totally capable and reliable supplier.
2. provides its members with an invaluable customer indemnity scheme – ConsumerCare Plus - most members find that their enquiry levels and sales conversion increase once they begin to promote the benefits of ConsumerCare Plus, via advertising, POS and their sales presentation.
3. provides a flexible and competitively 'rated' finance package giving members the opportunity to provide added value to customer orders.
4. provides its members with competitively priced commercial insurance directly helping to reduce member's operational costs.

**Q3 Continued.....**

5. provides members with FREE legal advice, plus a conciliation service details - giving members expert advice and professional support in times of dispute with suppliers and customers.
6. provides excellent marketing support via KBSA web site and dedicated consumer magazine "The Specialist".
7. Enables the Retail Member to participate in the TrustMark Scheme.

**Q4 What are the strategic benefits to joining the Kitchen Bathroom Bedroom Specialists Association?**

The KBSA,

1. is the only official professional body representing specialist kitchen, bathroom, bedroom and home office suppliers, thereby providing members with a legitimate and credible forum from within which to influence the Government, legislative/registration bodies and, most importantly, the consumer - regarding the future scope and direction of the specialist kitchen, bedroom, bathroom and home office retailer.
2. benchmarks the specialist kitchen, bathroom, bedroom and home office industries through researching and publishing the best industry practices (KBSA Code of Practice) - thereby assisting member to increase competitive advantage.
3. assists with maintaining and raising the specialist kitchen, bathroom, bedroom and home office industry's standards with the provision of expert training and qualifications.
4. Promotes members' businesses by publicising the benefits of buying from specialist retailers via consumer publicity and advertising.

**Q5 What are the criteria for joining the Kitchen Bathroom Bedroom Specialists Association?**

The membership of the Kitchen Bathroom Bedroom Specialists Association specifies that prospective members should meet essential criteria, consistent with the association's stated aims and objectives.

Prospective members should:

1. be specialist retailers of kitchen, bathroom, bedroom (or related) products, professionally marketing their goods via product displays in a public retail showroom outlet (s)
2. provide consumers with a specialist service encompassing provision of design, installation and after-sales service for all products supplied.
3. have traded in a financially sound manner for a minimum of 2 years, with their most recent financial accounts available to the Kitchen Bathroom Bedroom Specialists Association for scrutiny.
4. participate in the KBSA's ConsumerCare Plus Scheme.
5. operate above the average industry standards for the supply of specialist kitchen, bathroom, bedroom (or related) products i.e. professional, business and customer service.
6. Operate customer satisfaction processes within the business to ensure the highest levels of quality service.

**Q6 How much does it cost to join the Kitchen Bathroom Bedroom Specialists Association?**

The annual subscription fee for KBSA membership is currently £1120 per annum (note all fees are + VAT). This may be paid by quarterly direct debit . Multi-site retailers are requested to pay a further £400 per annum for each additional outlet. Upon acceptance, you will be invoiced, pro-rata, the remaining months in the KBSA's subscription year (which begins in August). Thereafter you will be invoiced the annual subscription on the 1st of August.

**Q7 Are there any other costs associated with joining the Kitchen Bathroom Bedroom Specialists Association?**

There is an application fee of £160.00 (plus VAT) which we ask you to pay to cover the costs of processing and assessing your application. Multi-site retailers are requested to pay a further £50.00 (plus VAT) per outlet.

**Q8 What is the procedure for joining the Kitchen Bathroom Bedroom Specialists Association?**

Upon your invitation the Kitchen Bathroom Bedroom Specialists Association will arrange for a representative to visit you at your retail premises. After completing some documentation, the representative will assess your business to ensure that it exceeds the average professional, business and customer service standards operating in the specialist kitchen, bathroom and bedroom retail market (s).

You will be requested to provide bank and trade references, plus a list of your previous fifteen installations. Additionally, you will be asked to forward a copy of your latest audited accounts to our accountants. This information is required to ensure that essential membership criteria are met, and that we can recommend your business to prospective kitchen/bathroom/bedroom suppliers and customers.

Conditional upon the Kitchen Bathroom Bedroom Specialists Association's membership committee approval, you will be notified of acceptance to the KBSA.

**Q9 What do I have to do to join the Kitchen Bathroom Bedroom Specialists Association?**

Convinced, you should be! The Kitchen Bathroom Bedroom Specialists Association is the only non-profit-making organisation constituted specifically to provide maximum benefit and support to specialist kitchen, bedroom and bathroom retailers.

Should you wish to join with the KBSA please telephone us on 01623 818808 where we will be delighted to make arrangements to progress your application.



**Code of Practice for the  
Kitchen Bathroom Bedroom Specialists Association**

**1. Introduction and definitions**

- 1.1 The purpose of this Code is to give kitchen, bathroom, bedroom and home office specialists and their customer's practical guidance in the process of buying and selling fully fitted kitchen, bathroom, bedrooms and home offices by recommending procedures and practices which ensure good service and the customer's satisfaction.
- 1.1 The KBSA definition of a kitchen, bathroom and bedroom and home office specialist is:  
A company or firm which, having showrooms displaying fitted furniture and equipment, and whose representatives have detailed knowledge of all such goods, designs kitchen, bathroom, bedroom and home office layouts specifically to the customer's requirements and will agree to supply and install all the furniture and equipment in accordance with agreed designs.
- 1.1 The Code has no relevance whatsoever to companies offering a lesser services, i.e. retailers who do not contract to install, direct sales companies who do not have showrooms, or any other company which does not offer all four distinct services of the kitchen, bathroom and bedroom specialists:
- DISPLAY
  - DESIGN
  - SUPPLY
  - INSTALLATION
- 1.1 In their Code the products of the kitchen, bathroom and bedroom specialist will be defined as follows:
- 1.1.1 'Units' will include all the kitchen units, cupboards or cabinets, worktops and fixed breakfast/eating bars.
- 1.1.1 'Furniture' will include all free-standing tables, chairs and stools.
- 1.1.1 'Fittings' will include sinks, taps, inset chopping boards and any item which is fitted or fixed to units but which is not connected to a gas or electricity supply.
- 1.1.1 'Appliances' will include all cookers, washing machines, dishwashers, refrigerators and any device which is permanently connected to a gas or electricity supply.
- 1.1.1 'Finishing's' will include all floor and wall tiles, floor coverings, wall coverings, paints, varnishes and lacquers, etc.
- 1.1.2 'Materials' will include all sundry fixings, adhesives, timber and building materials.
- 1.1.3 'Works' will include all on-site constructional, installation, plumbing, electrical and finishing work.
- 1.2 The scope of the Code will cover the complete range of activities which involve a relationship between the kitchen, bathroom, bedroom specialist and the customer. It will be sub-divided into each area of activity:
- 1.2.1 Advertising, sales promotion and public relations.
- 1.2.2 Display, price-marking and point-of-sale materials.
- 1.2.3 Information given verbally to potential and actual customers.
- 1.2.4 Written and printed information, drawings, plans, illustrations and quotations.
- 1.2.5 Receipt of orders, confirmation, and delivery advice.

- 1.2.6 Delivery and installation, advice of usage and care of all goods supplied, manufacturers' warranties and guarantees.
- 1.2.7 Complaint procedures, conciliation.
- 1.2.8 Staff training and knowledge.

## **2. Aims and objectives**

- 2.1 The broad aim of the Code is to advise the kitchen, bathroom and bedrooms specialist of procedures which assure the customer of good service.
  - 2.1.1 The quality of information given to the customer should be of a high standard. It should be accurate and reflect a considerable depth of product knowledge.
  - 2.1.2 Systems of communication should be maintained to keep the customer well informed at all times during any transaction.
  - 2.1.3 Systems should be maintained to ensure the customer's wishes and requirements are properly recorded and acted upon where necessary.
- 2.2 The final aim of the Code is to define the procedures to be adopted in the event of complaints.

## **3. Code of practice**

- 3.1 Advertising, sales promotion and public relations.
  - 3.1.1 Members will comply, in advertisements, with the British Code of Advertising Practice and the IBA Code.
  - 3.1.2 Advertising and promotional copy must be clear and unambiguous. If special offers are advertised which are conditional, the condition's must be clearly stated. The basis of any value quoted must also be defined in accordance with the current Price marking (Bargain Offers) Order.
- 3.2 Display, price marking and point-of-sale materials.
  - 3.2.1 Displayed goods should be of a standard which the customers may expect to enjoy in any goods of the nature installed as a result of any transaction.
  - 3.2.2 All prices shown should comply with current price legislation regarding VAT and, where appropriate, be qualified by 'exclusive/inclusive of fittings/installation'.
  - 3.2.3 There should be no obligation to display prices, as, it is acknowledged, conclusion can arise due to the infinitely differing circumstances of each transaction. Members, should, however, be equipped and prepared to give written or verbal price guidance on request.
- 3.3 Information given verbally to potential or actual customers.
  - 3.3.1 Members and their staff will take care to avoid making statements which cannot be substantiated or commitments which cannot be met. They should make it clear that wherever any statement of price, quality or delivery is given, it is a rough estimate. They also undertake not to accept deposits for any work where there is a reasonable cause for doubt about the completion of a contract.
  - 3.3.2 When a member's planning or design service is chargeable, sales staff will make it clear, before agreeing to undertake the service, how it is to be charged and when. It should also be made clear whether the charge is refundable in the event of an order being made, how the refund would be made, and whether the plan and/or designs will be retained or passed to the customer prior to a purchase agreement.
  - 3.3.3 If advice relating to credit transactions is to be offered, the member will ensure that a valid brokerage license under the terms of the Consumer Credit Act is in the company's possession.

- 3.4 Written and printed information: drawings, plans, illustrations and quotations.
  - 3.4.1 When printed lists of manufacturers' prices are given to a customer, the member will ensure that it is current and will inform the customer or any known impending price increase or any other departure from that printed list.
  - 3.4.2 All literature, brochures and catalogues given to customers should be up-to-date, as far as possible. If any major changes of specification are not noted, the customer should be informed.
  - 3.4.3 Drawings, plans and illustrations of proposals for kitchen improvements are prepared for the customer, should not seek to overstate the benefits offered by the improvements, e.g. by omitting an inelegant central heating boiler.
  - 3.4.4 Quotations are not offers for sale but an invitation to trade. An order for goods and/or services is not binding until accepted in writing by a member.
  - 3.4.5 All offers of credit terms will comply with the provisions of the Consumer Credit Act.
  - 3.4.6 If any eventual agreement is to be under the governance of a written contract, sale agreement, or form of conditions of sale which will require the customer's signature, a sample copy of a contract, agreement or form, should accompany the quotation unless such a copy has been given to the customer on a previous occasion.
- 3.5 Receipt of orders, confirmation, and delivery advice.
  - 3.5.1 When a deposit is taken, its receipt will be acknowledged in writing within seven working days.
  - 3.5.2 When an order is placed, it will be confirmed in writing within seven working days and the approximate date of delivery/installation will be stated.
  - 3.5.3 Unless an order is for a simple supply and/or service, confirmation of it will be accompanied by a detailed specification of goods to be supplied and services to be undertaken; and, unless they are already in the customer's possession, sufficient plans and/or illustrations so that the customer can check thoroughly that they comply with their requirements. The customer will be given a period of five working days to notify any omission, error or deviation from their requirements.
  - 3.5.4 If a member is made aware of any substantial delay in delivery to them of goods ordered on a customer's behalf, they will inform the customer accordingly. In the case of a simple supply and/or service, the customer will be offered an alternative supply if an appropriate alternative is available, or refund of deposit if the revised delivery estimate proves unacceptable. In the case of a more substantial supply the member will use their best judgement to decide whether it is in the customer's best interest to offer an alternative supply or a revised estimate of delivery. They will undertake to employ their best endeavours to improve any revised delivery estimates and to keep the customer informed in a timely manner of any change of circumstances.
  - 3.5.5 When a member is in a position to set a positive date for delivery and/or installation, they will give the customer reasonable notice, in writing, of when delivery/installation will take place and will give reasonable notice of any monies which will fall due for payment.
- 3.6 Delivery and installation, advice on usage and care of all goods supplied, manufacturers' guarantees/warranties.
  - 3.6.1 Deliveries will be made at pre-arranged times. The member will give an approximation of the time at which delivery will take place, e.g.: 'between 11.00am and 1.00pm on Monday', and the customer will not be expected to wait all day for a delivery.
  - 3.6.2 Commencement for works will be arranged in the same way as delivery (see 3.6.1 above).
  - 3.6.3 When installation work to be carried out by a member involves co-ordination with other contractors working on site, the member will use their best endeavours to adhere to the agreed timetable. The member will liaise as far as possible with other contractors as required.
  - 3.6.4 When the nature of works involves the member's personnel passing through or working in areas of the customer's home other than the kitchen, the member will take steps to prevent the damage or soiling of furnishing and décor.

- 3.6.5 Unless other arrangements are made under the sale agreement, the member will undertake to clear away from the customer's home all debris, rubble and packaging resulting from their works, and leave the kitchen area in a clean and tidy condition.
- 3.6.6 The member will at all times give the customer reasonable notice of any date or time that payment is due.
- 3.6.7 If, at any time during delivery and installation, it becomes apparent that any part of the units, furniture or fittings supplied are defective or damaged, the member will undertake to place an order for replacement parts within three working days of the damage or defect being noted or being notified by the customer. When damage or defect is due to misuses or accident on the part of the customer, an order for chargeable replacement parts will be placed within three working days of the customer's agreement that such a replacement is required.
- 3.6.8 The member will undertake to inform the customer in writing of the likely day of delivery of replacement parts and to make arrangements to deliver and/or install them within ten working days of receiving them.
- 3.6.9 The member will undertake to urge their suppliers to give a high priority to the delivery of replacement parts, and in the event of a delay beyond the expected date of delivery, to make frequent and persistent representation to the supplier to expedite the delivery.
- 3.6.10 If, at any time during or after an installation, a defect arises in an appliance or in any goods supplied which are covered by a manufacturer's guarantee, warranty or service agreement, the member will undertake to give every possible assistance to the customer in arranging service calls and performance under the guarantee, warranty or service agreement.
- 3.6.11 The member will undertake to give the customer adequate guidance in the use, care and cleaning of all goods supplied, and to inform the customer of any special provisions made by manufacturers for further instruction in the use of appliances.

#### **4. Consumer Protection**

- 4.1 All members of the KBSA are required under the criteria of membership to offer one of the two KBSA Consumer Protection Schemes:

##### **4.1.1 Consumer Care**

KBSA ConsumerCare Deposit Protection Scheme is a scheme to protect the customer of a full member of the KBSA in respect of deposits up to 25% of the total contract price.

The protection of the KBSA ConsumerCare Deposit Protection Scheme is only available where the KBSA member has ceased to trade having taken a deposit and failed to supply the goods offered.

If a claim is accepted the KBSA will try and find a member who is able to supply and install with similar goods and services. In the event that the KBSA are unable to find an alternative supplier, the deposit will be refunded on the strict condition that the monies received do not exceed 25% of the original contract price of the goods including installation costs & VAT.

The KBSA ConsumerCare Deposit Protection Scheme only applies to the immediate business failure of a current approved member and does not cover failure by any third party supplier or company, including builders/developers.

#### 4.1.2 ConsumerCare Plus

Some KBSA members offer additional protection for their customers, in the form of ConsumerCare Plus. This insurance protection is underwritten by HCC International insurance Co Plc a specialist UK authorised insurance company.

In the unlikely event of a KBSA retailer ceasing to trade, and in addition to the standard protection of deposits up to 25% of the total contact value paid (up to 120 days prior to installation), ConsumerCare Plus also provides protection for:

- Advance payments up to 75% of the contract value (paid up to 14 days prior to commencement of work)
- Non-completion of up to 15% of the total contact value
- A 6 year warranty period

### **5.Complaints**

- 5.1 The member is required to have a complaints procedure in place and this should be sufficient to resolve any complaints from their customers. Members are expected to deal with their customers in an honest and fair manner and must keep a record of any complaints made against them. When being audited, members will be expected to provide evidence to show that such a complaints procedure is in place and managed effectively.
- 5.2 The Member agrees to abide by the Association's Complaint's procedure and to co-operate fully if a complaint is referred to the Association and (agrees to be bound by the Arbitrator's decision).



## CORPORATE MEMBERS SUPPORTING THE KBSA

20-20 (UK) - A.C. Distribution Ltd – Abode Home Products Ltd – AEG Domestic Appliances – Airflow Developments Ltd - Alno (UK) Ltd – Amana – Areen Stonecraft Ltd – Artica Ltd - Bau-for-mat Kuchen – Bauknecht - Baumatic – BCGXL - Bosch - Boveards Ltd - Britannia Living Ltd – Broughton Crangrove - BSH Home Appliances Ltd – Burger Kuchen - Callerton Kitchen Co. – Capital Marble Design - Carron-Phoenix Ltd – Cesana - CMP Information Ltd – Cosentino UK - Creda – Daval Furniture Ltd – Designer Magazine - Devi Underfloor Heating - DMG World Media – Dupont Corian - Easyquote – Ebor Equipment Ltd - Edwin Loxley Limited – Electrolux Major Appliances - Essential Publishing - Falcon Domestic Appliances - Gaggenau - Galley Matrix – Glass Express Ltd – Hepplewhite Fitted Bedrooms - Hettich UK - Imperial Appliances UK Ltd - Interfab Ltd – In-Toto Ltd / Wellmann - J & J Ormerod Plc - La Cornue - Leisure Sinks – Maidenhead & District Council - Maytag (UK) Ltd – Mercury Appliances Ltd - Mereway Ltd - Miele Co Ltd - Mike Walker Distribution Ltd - Mobalpa Kitchens - Neff – Nolte - Omega Plc - Planit International Ltd - Poggenpohl Group UK Ltd – Pro Publishing Ltd - PWS Distributors Ltd - Rangemaster - Second Nature - Sheridan Fabrications - Siemens – Simpsons - Smeg UK Ltd – Spekva (UK) Ltd - Swift Electrical Wholesalers (Sot) Ltd - The K&Bzine - The P.J.H. Group Ltd – UK Special Risks - Waterford Kitchens Ltd - Wentworth - Whirlpool UK Ltd - William Ball Ltd – Zanussi – Zip Heaters UK Ltd